

AMENDMENT NUMBER 2
TO
CONTRACT NUMBER DIR-SDD-232
BETWEEN
STATE OF TEXAS, ACTING BY AND THROUGH THE DEPARTMENT OF
INFORMATION RESOURCES
AND
SOUTHWESTERN BELL TELEPHONE L.P. DBA AT&T DATACOMM

This Amendment Number 2 to Contract Number DIR-SDD-232 ("Contract") is between the Department of Information Resources (DIR) and Southwestern Bell Telephone L.P. dba AT&T Datacomm ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Appendix A, Section 5.A, Technology Access Clause, As Required By §2157.005, Texas Government Code (Applicable to State Agency Purchases Only)** is hereby deleted in its entirety.

2. **Appendix A, Section 9.K, Overcharges** is hereby added as follows:

K. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

3. **Appendix A, Section 9.L, Prohibited Conduct** is hereby added as follows:

L. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

4. **Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan** is hereby replaced in its entirety with the attached **Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan**.

5. **Appendix C, Product and Pricing Index** is hereby replaced in its entirety with the attached **Appendix C Product and Pricing Index**.
6. All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and finally Contract DIR-SDD-232.

This Amendment Number 2 is executed to be effective as of the date of last signature.

**Southwestern Bell Telephone L.P. dba
AT&T Datacomm**

**THE STATE OF TEXAS acting by and
through the Department of Information
Resources**

By: signature on file

By: signature on file

Name: J. N. Shelgren

Name: Cindy Reed

Title: Regional Vice President – Sales

Title: Interim Director of Service Delivery

Date: 5/23/2007

Date: 5/31/2007

Legal: signature on file 5-29-07